

Plaintiffs' Exhibit 140

**AFFILIATE ADOPTING AGREEMENT
(NON-MEDIABRANDS AFFILIATES, AMERICAS)**

This AFFILIATE ADOPTING AGREEMENT (this “Agreement”), dated as of February 1, 2015 (the “Adopting Effective Date”), is between:

- (a) The Interpublic Group of Companies, Inc. (“IPG”), for and on behalf of each of the entities listed in Exhibit I to this Agreement, with offices as listed in Exhibit I to this Agreement (each a “Company Affiliate”); and
- (b) DoubleClick, a division of Google Inc., with offices at 76 Ninth Avenue, 4th Floor, New York, New York 10011, U.S.A. (“DoubleClick”).

Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Mediabrand Agreement.

WHEREAS, DoubleClick and Mediabrand Worldwide, Inc. (“Mediabrand”) have entered into that certain DoubleClick Advertising Platform Agreement (including any and all Order Forms, schedules or addendums thereto), dated as of January 1, 2015, that governs DoubleClick’s provision of, and Mediabrand’s utilization of, the DoubleClick Services (such agreement, the “Mediabrand Agreement”); and

WHEREAS, the parties’ intent in entering this Agreement is that it constitute separate and independent agreements between DoubleClick and each Company Affiliate pursuant to which DoubleClick will provide services to each Company Affiliate on substantially the same terms and conditions (except as revised pursuant to this Agreement) as the terms and conditions of the Mediabrand Agreement; and

WHEREAS, IPG is authorized to bind each Company Affiliate to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants contained herein, DoubleClick and IPG hereby agree as follows:

1. Affiliate Agreement

- (a) IPG hereby represents and warrants that each Company Affiliate is an Affiliate (as defined in the Mediabrand Agreement) of Mediabrand, it being understood and agreed that, at such time (if any) as a Company Affiliate ceases to be an Affiliate of Mediabrand, this Agreement shall terminate with respect to such Company Affiliate.
- (b) Subject to the terms and conditions herein, DoubleClick and IPG, on behalf of each Company Affiliate, hereby enter into this Agreement, under which all the terms and conditions of the Mediabrand Agreement applicable to Adopting Affiliates are incorporated herein by reference, mutatis mutandis, and apply separately and independently to each Company Affiliate, in each case as revised pursuant hereto.
- (c) IPG will provide a copy of the Mediabrand Agreement to each Company Affiliate, including updates and amendments, from time to time.

2. Amendments

- (a) The provisions of the Mediabrand Agreement, each as applied only to the provision of services by DoubleClick to each Company Affiliate pursuant to the arrangement contemplated hereby, are hereby revised as follows (as so revised, such Mediabrand Agreement as applied separately to each Company Affiliate shall be referred to as the “Company Affiliate Agreement”):

- (i) The term "Company" shall refer to the applicable Company Affiliate;
 - (ii) The "Effective Date" of the applicable Company Affiliate Agreement is the Adopting Effective Date;
 - (iii) The "Term" of the applicable Company Affiliate Agreement will commence on the Adopting Effective Date and continue in effect until the earlier of (1) expiration or earlier termination of the Mediabrand Agreement or (2) such Company Affiliate ceasing to be a Mediabrand Affiliate;
 - (iv) The contact and address information for each Company Affiliate is as set forth on Exhibit I hereto; and
 - (v) All fees under such Company Affiliate Agreement shall be paid in the currency specified in Exhibit I for such Company Affiliate.
- (b) Each amendment, supplement or other modification to, or renewal of, the Mediabrand Agreement (each, a "Mediabrand Modification") after the date hereof shall be incorporated into, and shall amend, supplement, modify or renew, the corresponding Company Affiliate Agreement unless DoubleClick and such Company Affiliate (or IPG on such Company Affiliates' behalf) agree in writing not to incorporate such Mediabrand Modification into, and not to amend, supplement, modify or renew, such Company Affiliate Agreement.

3. General

- (a) DoubleClick and IPG, on behalf of each Company Affiliate, hereby ratify and agree to the terms and conditions of the Company Affiliate Agreement (*i.e.*, the terms and conditions of the Mediabrand Agreement applicable to Adopting Affiliates, as incorporated herein, mutatis mutandis, and amended hereby).
- (b) Each Company Affiliate Agreement constitutes the entire agreement between DoubleClick and such Company Affiliate with respect to the subject matter hereof and supersedes all prior understandings, representations and agreements, whether written or oral, between DoubleClick and Company Affiliate with respect to such subject matter.
- (c) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signed facsimile copies of this Agreement will legally bind the parties to the same extent as original documents.
- (d) IPG hereby represents and warrants that it has, and will have throughout the term of the Mediabrand Agreement and this Agreement (whichever is later), all necessary rights and authority to enter this Agreement on behalf of each Company Affiliate and incorporate into each Company Affiliate Agreement any change, revision, amendment or addition to the Mediabrand Agreement pursuant to Section 2(b). DoubleClick acknowledges that IPG is entering into this Agreement solely for the benefit of each Company Affiliate, and except as expressly provided in Sections 3(e) and 3(f) below, IPG shall have no liability or performance obligations under this Agreement or any Company Affiliate Agreement, and DoubleClick will hold each Company Affiliate solely liable. Any breach of this Agreement by a Company Affiliate will not constitute a breach by IPG or any other Company Affiliate.
- (e) IPG will indemnify DoubleClick and DoubleClick's Affiliates against all damages, liabilities and costs (including settlement costs and reasonable legal fees and disbursements) necessarily incurred by DoubleClick or any of its Affiliates arising from a third party claim or allegation that IPG lacked the authority to and/or failed to bind a Company Affiliate to the terms of this Agreement.
- (f) Without limiting any other duties and obligations under this Agreement or the Mediabrand Agreement, to the extent that IPG has failed to bind a Company Affiliate, the applicable

Company Affiliate Agreement will immediately terminate and IPG will be fully and solely liable for the acts and omissions of such Company Affiliate under the applicable Company Affiliate Agreement prior to the date of such termination (for avoidance of doubt, IPG will be fully and solely liable for any duties and obligations that survive such termination of the applicable Company Affiliate Agreement).

IN WITNESS WHEREOF, each of the parties hereto has caused this Affiliate Adopting Agreement to be executed by its duly authorized officer as of the date first above written.

DOUBLECLICK, a division of Google Inc.

By:
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Omid Kondestani
Authorized Signatory

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**The Interpublic Group of Companies, Inc., on
behalf of each Company Affiliate**

By: Diane Masson for Elise Rojas
Name: Diane Masson for Elise Rojas
Title: CPO
February 28, 2015

EXHIBIT I
Company Affiliates

Dated as of February 1, 2015

Country	Affiliate Name	Currency	Address	Contact and Billing Address (if different)
Canada	MacLaren McCann Canada Inc	CAD	10 Bay Street, Suite 1000 Toronto, ON M5J 2S3 Canada	Peter Vaz (Peter.vaz@maclaren.com)
United States	Campbell Ewald Company d/b/a Lowe Campbell Ewald	USD	2000 Brush Street Suite 801 Detroit, MI 48226	Pam Kisel (Pam.Kisel@lowe-ce.com)
United States	Carmichael Lynch, Inc.	USD	110 N 5th Street Minneapolis, MN 55403	Brandon Miller (Brandon.miller@CLYNCH.com)
United States	CMGRP, Inc. d/b/a Weber Shandwick	USD	949 909 3RD AVE FL 15 New York, NY 10022	Leah Gellis (lgellis@cmgrp.com) Damien LaManna (dlamanna@webershandwick.com)
United States	Compass Point Media	USD	510 Marquette Ave. 12th Floor Minneapolis, MN 55402	Andi Felix (odigital@mithun.com)
United States	Deutsch LA, Inc.	USD	5454 Beethoven St. Los Angeles, CA 90066	Tina Teodorescu (tina.teodorescu@deutschinc.com)
United States	McCann Relationship Marketing dba MRM//McCann	USD	105 Carnegie Center, Princeton, NJ08540	Debbie Trink (Debbie.Trink@mrm-mccann.com)
United States	Hill Holliday LLC	USD	53 State St. Boston, MA 02109	Stacey Shepatin (stacey.shepatin@hhcc.com) Kate Thompson (kate.thompson@hhcc.com)
United States	HUGE, LLC	USD	45 Main St, Suite 220, Brooklyn, NY, 11201	Michelle Burnham (mburnham@hugeinc.com)
United States	MRM McCann	USD	60 E South Temple Ste 1400 Salt Lake City, Utah 84111	Stephanie Mace (Stephanie.Mace@mrm-mccann.com)
United States	Mullen Advertising, INC.	USD	PO Box 5627, Winston Salem, NC27113	Dominic Forte (emoty@mediahubmullen.com)
United States	R/GA Media Group, Inc	USD	350 W 39Th St New York, NY 10018	Liz Hart (mediabilling@rga.com)
United States	Fitzgerald & Co,	USD	3333 Piedmont Road, Suite 1100, Atlanta, GA 30305	Jessica Fergen (Jessica.Fergen@fitzco.com)
United States	The Martin Agency	USD	One Shockoe Plaza Richmond, VA 23219	Lorri Riddle (mathias.veremakis@martinagency.com)